



DONALD L. WOLFE, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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IN REPLY PLEASE

REFER TO FILE: **AS-0**

April 27, 2006

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**MESA HEIGHTS GARBAGE DISPOSAL DISTRICT
SUPERVISORIAL DISTRICT 2
3 VOTES**

**IT IS RECOMMENDED THAT YOUR BOARD, ACTING AS THE GOVERNING
BODY OF THE MESA HEIGHTS GARBAGE DISPOSAL DISTRICT:**

1. Award and approve funding for a contract for automated collection, transportation, disposal, and management of refuse and the separate automated collection and management of recyclable materials and green waste generated by all residences, multifamily residences, businesses, commercial establishments, and industrial establishments in the Mesa Heights Garbage Disposal District (District) to Consolidated Disposal Service, LLC, a subsidiary of Republic Services, Inc., located in Santa Fe Springs, California. The annual contract sum of \$1,656,132, plus \$2,500 for special collection services, not to exceed a total contract sum of \$1,658,632 per year. Upon your Board approval of the action, funding for this contract will be incorporated in the Fiscal Year 2006-07 final recommended budget. The term of this contract will be for 60 months, commencing on July 1, 2006, and ending June 30, 2011.
2. Delegate authority to the Director of Public Works to execute this contract and to terminate this contract, if, in the opinion of the Director, termination is in the best interest of the District.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The recommended contract is for the automated collection, transportation, disposal, and management of refuse and the separate automated collection and management of recyclable materials (e.g., newspapers, metal cans, etc.) and green waste (e.g., lawnclippings, etc.) generated by all residences, multifamily residences, businesses, commercial establishments, and industrial establishments in the District.

Collection and proper management of solid waste generated within the County's seven garbage disposal districts are provided by private sector vendors under contract with the districts. The current contract for these services in the Mesa Heights Garbage Disposal District expires on June 30, 2006. The recommended contract is required to continue to meet the refuse, recyclable, and green waste collection requirements of the District's residents and businesses. To meet the requirements of the California Integrated Waste Management Act of 1989, Assembly Bill 939, the contractor will be required to provide special containers to all single-family and duplex residences for the collection of refuse, green waste, and recyclable materials. This contract also requires the contractor to provide recyclable and green waste collection services to other District customers upon their request and/or as directed by Public Works.

Implementation of Strategic Plan Goals

This action is consistent with the County Strategic Plan Goal of Service Excellence since providing continuous refuse collection and disposal services to residents and business establishments within the District without interruption protects the environment and health and safety of the District's residents and business establishments as well as improves the quality of life in the District.

FISCAL IMPACT/FINANCING

Based on the contractor's monthly fees of \$138,011 for refuse, recyclable, and green waste automated collection and disposal/management services, annual payments to the contractor will be \$1,656,132, plus \$2,500 for special collection services, not to exceed a total contract sum of \$1,658,632 per year. Upon your Board approval of the action, funding for this contract will be incorporated in the Fiscal Year 2006-07 final recommended budget.

This contract allows renegotiation consistent with any budget reductions and termination, should funds not be appropriated for a future fiscal year. Annual payment adjustments for refuse collection and recycling services may be based on workload or

the contractor's demonstration that significantly higher disposal fees are being imposed on its operations. The proposed contract does not provide for cost-of-living adjustments.

Subject to the successful completion of the Proposition 218 process, including a public hearing to increase the annual garbage collection and disposal service fees to be collected on the tax roll, contract costs will be offset by fees assessed to the property owners within the District.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Prior to the Director executing the contract, which is substantially reflected in Enclosure A, the contractor will sign the contract. County Counsel has reviewed the contract as to form.

Work under the contract may be canceled or terminated anytime by the County, with cause, upon providing at least 60 days' written notice to the contractor. However, the contract may be canceled, without cause, after 36 months.

Public Works has evaluated and determined that the Living Wage Program (Los Angeles County Code Chapter 2.201) does not apply to the recommended contract as authority to contract for this service is expressly provided by Public Resources Code Section 49019. County Counsel concurs with this determination.

CONTRACTING PROCESS

On February 17, 2006, Public Works solicited bids from 160 Countywide permitted haulers approved by the County Department of Health Services to operate within the District. Also, bid information was placed on the County's bid website (Enclosure B), and an advertisement was placed in the Los Angeles Times for ten consecutive days.

Pursuant to the Memorandum of Understanding, the Invitation for Bid (IFB) of this contracted service was submitted on February 16, 2006, to the union for review before being released to the public. The union declined to meet with Public Works.

On March 20, 2005, a total of three bids were received. The bids were first reviewed to ensure that they met the mandatory requirements outlined in the IFB. One bidder was disqualified due to nonsubmittal of the required bid guaranty. The two remaining bidders were found to be responsible and responsive. It is recommended that this contract be awarded to the lowest, responsible, and responsive bidder,

Consolidated Disposal Service, LLC, a subsidiary of Republic Services, Inc. The contractor has met all the minimum qualifications, having proven capability and experience to successfully provide the requested services in accordance with the contract's specifications and has demonstrated an understanding of the work required.

As requested by your Board, the contractor has submitted a safety record which, in our opinion, reflects that activities have been conducted in accordance with reasonable standards of safety.

Proof of the required Comprehensive General and Automobile Liability insurance policies, naming the County as additional insured, and evidence of Workers' Compensation insurance and performance security will be obtained from the contractor before any work commences.

This contract contains Board-approved contract terms regarding contractor responsibility and debarment, jury service requirements, nonpayment for services received after expiration or termination of the contract, the Safely Surrendered Baby Law, and the County protest policy.

Enclosure C reflects each bidder's minority participation. Upon final analysis and consideration, the contractor was selected without regard to race, creed, gender, or color.

In accordance with the Chief Administrative Officer's June 15, 2001, instructions, this is Public Works' assurance that this contractor will not be required to perform services that will exceed this contract's approved amount, scope of work, and/or terms.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The award of this contract will not result in the displacement of any County employees.

The Honorable Board of Supervisors
April 27, 2006
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CONCLUSION

One adopted copy of this letter is requested.

Respectfully submitted,

DONALD L. WOLFE
Director of Public Works

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Enc. 3

cc: Chief Administrative Office
County Counsel (Raymond G. Fortner, Michael Moore)

AGREEMENT FOR
MESA HEIGHTS GARBAGE DISPOSAL DISTRICT

THIS AGREEMENT, made and entered into this ____ day of _____, 2006, by and between the County of Los Angeles Board of Supervisors, acting as the governing body of the MESA HEIGHTS GARBAGE DISPOSAL DISTRICT (hereinafter referred to as DISTRICT), and Consolidated Disposal Service, LLC, a subsidiary of Republic Services, Inc. (hereinafter referred to as CONTRACTOR).

WITNESSETH

FIRST: That the CONTRACTOR, for the consideration hereinafter set forth and the acceptance by DISTRICT of the CONTRACTOR'S Bid filed with the DISTRICT on February 17, 2006, hereby agrees to provide services as described in the attached specifications for services of collecting/disposing of refuse and for collecting/managing recyclable material and green waste from all residences, single-family and multifamily residences, businesses, commercial establishments, and industrial establishments within the DISTRICT as described herein, but not limited to, Exhibit A, Scope of Work.

SECOND: That this AGREEMENT, together with Exhibit A, Scope of Work; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, Maps of Mesa Heights Garbage Disposal District; Exhibit F, Maps of Street Sweeping Routes for the Mesa Heights Garbage Disposal District; Exhibit G, Solid Waste Monitoring and Reporting Forms; Exhibit H, Complaint Log; Exhibit I, Bond for Faithful Performance; Exhibit J, Refuse Units for Various Property Uses, Mesa Heights Garbage Disposal District; Exhibit K, Assessor Parcels vs. Refuse Unit, Garbage Disposal District; and the CONTRACTOR'S Bid, all attached hereto, and the Invitation for Bids and any Addenda to the Invitation for Bids are incorporated herein, and are agreed by the DISTRICT and the CONTRACTOR to constitute an integral part of this Contract documents.

THIRD: That the DISTRICT agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with this Contract's specifications to the satisfaction of the Director of Public Works, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the Bid and attached hereto as Form PW-2, an annual amount not to exceed \$1,658,632, or such greater amount as the Board may approve.

FOURTH: That this Contract will be for a period of 60 months, commencing upon July 1, 2006, and ending June 30, 2011.

FIFTH: That in no event shall the aggregate total amount of compensation paid to the CONTRACTOR exceed the amount of compensation authorized by the Board. Such aggregate total amount is the Maximum Contract Sum.

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SIXTH: That the CONTRACTOR understands and agrees that only the designated Public Works Contract Manager is authorized to request or order work under this Contract. The CONTRACTOR acknowledges that the designated Contract Manager is not authorized to request or order any work that would result in the CONTRACTOR earning an aggregate compensation in excess of this Contract's Maximum Contract Sum.

SEVENTH: That the CONTRACTOR shall not perform or accept work requests from the Contract Manager or any other person that will cause the Maximum Contract Sum of this Contract to be exceeded. The CONTRACTOR shall monitor the balance of this Contract's Maximum Contract Sum. When the total of the CONTRACTOR'S paid invoices, invoices pending payment, invoices yet to be submitted, and ordered services reaches 75 percent of the Maximum Contract Sum, the CONTRACTOR shall immediately notify the Contract Manager in writing. The CONTRACTOR shall send written notification to the Contract Manager when this Contract is within six months from expiration of the term as provided for hereinabove.

EIGHTH: That the CONTRACTOR shall have no claim against the DISTRICT for payment of any money or reimbursement of any kind whatsoever for any service provided by the CONTRACTOR after the expiration or other termination of this Contract. Should the CONTRACTOR receive any such payment, it shall immediately notify the DISTRICT and shall immediately repay all such funds to the DISTRICT. Payment by the DISTRICT for services rendered after expiration or other termination of this Contract shall not constitute a waiver of the DISTRICT'S right to recover such payment from the CONTRACTOR. This provision shall survive the expiration or other termination of this Contract.

NINTH: That subject to Exhibit A, Section 2.A.5, Petition for Rate Adjustment, no cost-of-living adjustments shall be granted, and the rate of compensation per unit shall remain constant regardless of the number of units serviced.

TENTH: That in the event that terms and conditions, which may be listed in the CONTRACTOR'S Proposal, conflict with the DISTRICT'S specifications, requirements, terms, and conditions as reflected in this AGREEMENT or in Exhibits A through K, inclusive, the DISTRICT'S provisions shall control and be binding.

ELEVENTH: That the CONTRACTOR agrees in strict accordance with this Contract's specifications and conditions to meet the DISTRICT'S requirements.

TWELFTH: That this Contract constitutes the entire AGREEMENT between the DISTRICT and the CONTRACTOR with respect to the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings.

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IN WITNESS WHEREOF, the DISTRICT has, by order of its governing body, caused these presents to be subscribed by the Director of Public Works, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

MESA HEIGHTS GARBAGE DISTRICT

By _____
Director of Public Works

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By _____
Deputy

CONSOLIDATED DISPOSAL SERVICE,
LLC, a subsidiary of Republic Services,
Inc.

By _____
Its President

Type or Print Name

By _____
Its Secretary

Type or Print Name

Bid Information**Bid Number :** PW-ASD 607**Bid Title :** MESA HEIGHTS GARBAGE DISPOSAL DISTRICT**Bid Type :** Service**Department :** Public Works**Commodity :** GARBAGE/TRASH REMOVAL AND DISPOSAL SERVICE**Open Date :** 2/17/2006**Closing Date :** 2/28/2006 5:30 PM**Notice of Intent to Award :** [View Detail](#)**Bid Amount :** N/A**Bid Download :** Not Available

Bid Description : PLEASE TAKE NOTICE that Public Works invites bids for a contract for garbage disposal services in the Mesa Heights Garbage Disposal District. The annual cost of this service is estimated to be \$1.5 million.

Basic Minimum Requirements: Bidders must meet all minimum requirements set forth in the Invitation for Bids (IFB) document, including, but not limited to, at the time of bid submission, at least three years' experience collecting and managing refuse, recyclable materials, and green waste from single- and multi-family residences, businesses, commercial establishments, and industrial establishments. Bidders must also have the necessary equipment to perform the work and an annual gross business income at least three times the bid amount. Additional requirements are contained in the IFB.

If not enclosed with this letter, the IFB with contract specifications, forms, and instructions for preparing and submitting bids may be requested by accessing this link at <ftp://dpwftp.co.la.ca.us/solicitationdocuments/mesaheights.pdf>, or from Mr. Christopher Nguyen at (626) 458-4050, Monday through Thursday, 7 a.m. to 5:30 p.m.

A Bidders' Conference will be held on Tuesday, February 28, 2006, at 2 p.m. at Public Works Headquarters, 900 South Fremont Avenue, Alhambra, California 91803, in Conference Room C. ATTENDANCE BY THE BIDDER OR AN AUTHORIZED REPRESENTATIVE IS MANDATORY. Public Works will reject bids from those whose attendance cannot be verified. Attendees should be prepared to ask questions at that time about the specifications, bid requirements, and contract terms. After the Conference, it may be impossible to respond to further requests for information. The deadline to submit bids is Monday, March 13, 2006, at 5:30 p.m. Sealed bids must be submitted to the Public Works Cashier at the above address.

Please direct your questions to Mr. Nguyen at the number above. The conference facility complies with the Americans with Disabilities Act (ADA). With four business days' notice, Public Works will make all reasonable efforts to provide information in alternate formats and other accommodations for people with disabilities. For the ADA Coordinator, please call (626) 458 4081 or TDD at (626) 282 7829, Monday through Thursday, 7 a.m. to 5:30 p.m.

Contact Name : Christopher Nguyen**Contact Phone# :** (626) 458-4050**Contact Email :** cbnguyen@ladpw.org**Last Changed On :** 2/16/2006 5:09:04 PM

All Bidders responding to the Request for Bids must complete and return this form for proper consideration of the Bid.

FIRM NAME: Consolidated Disposal Service, LLC

My County (WebVen) Vendor Number:

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

<input checked="" type="checkbox"/> I AM NOT	A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this Bid/bid's submission.
<input type="checkbox"/> I AM	
<input type="checkbox"/> As an eligible Local SBE, I request this Bid/bid be considered for the Local SBE Preference.	

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure:	<input type="checkbox"/> Sole	<input type="checkbox"/> Partnership	<input type="checkbox"/> Corporation	<input type="checkbox"/> Nonprofit	<input type="checkbox"/> Franchise
<input checked="" type="checkbox"/> Other (Please Specify): LLC					
Total Number of Employees (including owners): 361					
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:					
Race/Ethnic Composition	Owner/Partner/Associate/Principal	Manager	Staff		
Black/African American	n/a	n/a	2	0	13
Hispanic/Latino			6	0	298
Asian or Pacific Islander			0	0	6
American Indian			0	0	0
Filipino			0	0	0
White			8	0	9


III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	n/a %	%	%	%	%	%
Women	n/a %	%	%	%	%	%

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES: If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date
n/a					

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

Authorized Signature: 	Title: Area President	Date: 3/13/06
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